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COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

TYIEKA BOYKINS, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

VISIONWORKS OF AMERICA, INC.,

Defendant.

Case No. CIVSB2506087

CLASS ACTION COMPLAINT FOR:

- (1) Violations of the Consumers Legal
Remedies Act, Cal. Civ. Code §§ 1750, *et*
seq.; and
- (2) Violations of the Unfair Competition Law,
Cal. Bus. & Prof. Code §§17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Tyieka Boykins (“Plaintiff”) brings this action against Visionworks of America,
2 Inc. (referred to herein as “Defendant” or “Visionworks”), individually and on behalf of all
3 others similarly situated, and alleges upon personal knowledge as to Plaintiff’s acts and
4 experiences, and, as to all other matters, upon information and belief, including investigation
5 conducted by Plaintiff’s attorneys as follows:

6 **Jurisdiction and Venue**

7 1. This Court has jurisdiction pursuant to Article VI, Section 10 of the California
8 Constitution and California Code of Civil Procedure § 410.10.

9 2. This Court has personal jurisdiction over Defendant because Defendant conducts
10 and transacts business in the State of California, contracts to supply goods within the State of
11 California, and supplies goods within the State of California. Defendant maintains at least
12 twenty-five (25) retail stores in California. Defendant has intentionally availed itself of the
13 markets within California through its advertising, marketing, and sales of Smart Screen Lenses
14 to consumers, including Plaintiff.

15 3. Venue is proper in this Court because Defendant is doing business in this County.

16 **Defendant’s False and Misleading Advertising**

17 4. This is a consumer protection action that seeks to remedy the unlawful, deceptive,
18 and misleading business practices of Defendant with respect to the marketing and sales of its
19 “Smart Screen” lenses advertised as being able to reduce and help with digital eyestrain because
20 they reduce blue light exposure through blue light filtering (“Smart Screen Lenses” or
21 “Products”).

22 5. Defendant’s Smart Screen Lenses are an add-on to its prescription and non-
23 prescription glasses which are sold nationwide online at retail stores and online at
24 visionworks.com.

25 6. When purchasing glasses through Visionworks online or in-store, customers are
26 required to choose between the following lenses prior to purchases: “Clear,” “Smart Screen,”
27 “Sunglasses,” or “Light Reactive.” The “Smart Screen” lenses cost an additional \$50.
28

7. Defendant sells Smart Screen Lenses as an upgraded lens option for approximately \$50 that can be added to Defendant's prescription or nonprescription glasses.

8. Defendant's Smart Screen Lenses are marketed as a Product that can prevent and minimize the symptoms of digital eyestrain. Indeed, reasonable consumers interpret the "Smart Screen" advertising as a promise that the Smart Screen Lenses are capable of providing the eye-health benefit of helping them with digital eyestrain caused by staring at computer, tablet, and phone screens for long periods of time.

9. Defendant advertises that its Smart Screen Lenses "Reduce blue light exposure from digital devices by 45% to help combat digital eye strain."

10. Contrary to Visionworks's express and implied representations, published research has shown that blue-light-filtering lenses do not prevent digital eyestrain symptoms¹ associated with screen-time use.

11. The American Academy of Ophthalmology does not recommend individuals purchase or use blue-light filtering lenses because they are ineffective at preventing digital eye strain symptoms. Further, Defendant's advertising of its Smart Screen Lenses promotes excessive use of screen time because the consumer thinks that the blue-light filtering makes it safer to stare at screens for a longer period of time due to the blue-light filtering.

Blue Light Filtering is a Marketing Ploy—It Provides No Digital Eye Strain Benefits

12. Scientific studies have demonstrated that blue-light filtering lenses are ineffective at reducing the symptoms of digital eye strain.

13. Studies have concluded that there is "no significant difference" between clear and blue-light filtering lenses for the symptoms of eyestrain or eye fatigue.² That is, blue light

¹ Digital Eye Strain symptoms include tired eyes, ocular irritation, burning, eye strain, redness, dryness, blurred or double vision. *See* Rosenfeld M. et. al. A double-blind test of blue-blocking filters on symptoms of digital eye strain (2020) 343-48 at 343.

² Lawrenson JG, The Effect of Blue-Light Blocking Spectacle Lenses on Visual Performance, Macular Health and the Sleep-Wake Cycle: A Systematic Review of the Literature. *Ophthalmol Physiol Opt.* 2017;37:644-54.

1 filtering lenses do nothing for screen time eyestrain. Defendant's Smart Screen Lenses provide
2 none of the advertised benefits.

3 14. Palavets et. al (2019)³ conducted a study involving 24 subjects that required them
4 to perform a demanding reading task comprised of unrelated words from a digital tablet for a
5 30-minute period. Each individual completed the task in two different sessions that were
6 separated by at least 24 hours. During each session, the subjects read the tablet which contained
7 either a blue-light blocking filter or a control filter. Subjects were asked to answer a
8 questionnaire related to symptoms experienced during the reading task. The results showed that
9 a "filter that eliminated 99% of the blue light emitted from a tablet computer was no more
10 effective at reducing symptoms of digital eyestrain than an equiluminant neutral-density filter..."
11 *Id.* at 51.

12 15. Similarly, Rosenfield et. al. (2020)⁴ performed a study that aimed to understand
13 the impact of blue-light filtering lenses on symptoms of digital eyes strain. The study involved
14 24 individuals that were required to perform a 20-minute reading task while either wearing
15 glasses that contained blue light filtration lenses or glasses without blue-light filtration. The
16 individuals completed the reading task on three different occasions separated by at least 24
17 hours. The results showed that although the reading task itself showed a difference in digital eye
18 strain symptoms before and after completing the reading task, there was no significant difference
19 in digital eye strain symptoms among the different lenses. *Id.* at 346. In other words, the blue-
20 light blocking lenses did not significantly reduce the symptoms of digital eye strain. Rosenfield
21 and colleagues conclude that "there is no current direct evidence to support the use of blue-
22 blocking filters as treatment" for digital eye strain and instead recommended individuals with
23 prolonged screen time use to consider viewing distance, taking frequent breaks, reducing glare,
24 and gaze angles when viewing screens. *Id.* at 347.

25
26 ³ Palavets T, Rosenfield M. Blue-blocking Filters and Digital Eyestrain. *Optom Vis Sci.* 2019
Jan;96(1):48-54.

27 ⁴ Rosenfield M, Li RT, Kirsch NT. A double-blind test of blue-blocking filters on symptoms of
28 digital eye strain. *Work.* 2020;65(2):343-348.

1 16. In 2021, the American Academy of Ophthalmology stated that they do not
 2 recommend individuals to wear blue-light filtering lenses due to the lack of scientific evidence
 3 that blue light is damaging to the eyes.⁵ Further, the American Academy of Ophthalmology
 4 noted that prior research has found that there is “no measurable” harmful light that emanates
 5 from computer screens.⁶ Instead, the American Academy of Ophthalmology recommends
 6 adjusting room lighting to decrease contrast from screen lighting, using artificial tears, taking
 7 screen breaks, and sitting 25 inches from the screen.

8 17. Similarly, in November 2021, published research by the Cleveland Clinic
 9 explained that eye strain caused by digital devices isn’t caused by blue light but is instead linked
 10 to the constant shift in focus when looking at screens.⁷ Ophthalmologist, Nicole Bajic, MD,
 11 explained that “When we stare at a digital screen or device for too long, we’re not blinking as
 12 often as we normally would, which causes the cornea to become dry and irritated... When we
 13 focus our eyes on something close up, like a screen or even a book, our eyes are strained and
 14 contracted, which can cause eye discomfort.”⁸ Therefore, Defendant’s Smart Screen Lenses do
 15 not prevent symptoms of digital eye strain.

16 18. In 2022, the Mayo Clinic Health System published an article explaining that
 17 studies have found that blue-light filtering lenses do not effectively reduce symptoms of digital
 18 eye strain.⁹ Instead of investing in blue light glasses, the Mayo Clinic recommends individuals
 19

20 _____
 21 ⁵ Vimont, C. Are Blue Light-Blocking Glasses Worth It? American Academy of Ophthalmology
 (Mar. 5, 2021) available at [https://www.aao.org/eye-health/tips-prevention/are-computer-](https://www.aao.org/eye-health/tips-prevention/are-computer-glasses-worth-it)
[glasses-worth-it](https://www.aao.org/eye-health/tips-prevention/are-computer-glasses-worth-it).

22 ⁶ *Id.* (citing Duarte IA, Hafner Mde F, Malvestiti AA. Ultraviolet radiation emitted by lamps,
 23 TVs, tablets and computers: are there risks for the population? *An Bras Dermatol.* 2015 Jul-
 Aug;90(4):595-7).

24 ⁷ Cleveland Clinic – Health essentials. Do Blue Light Glasses Work? (Nov. 2, 2021) available at
 25 <https://health.clevelandclinic.org/do-blue-light-blocking-glasses-actually-work>.

26 ⁸ *Id.*

27 ⁹ Mayo Clinic Health System, Are blue light-blocking glasses a must-have? (July 5, 2022)
 28 available at [https://www.mayoclinichealthsystem.org/hometown-health/speaking-of-health/are-](https://www.mayoclinichealthsystem.org/hometown-health/speaking-of-health/are-blue-light-blocking-glasses-a-must-have)
[blue-light-blocking-glasses-a-must-have](https://www.mayoclinichealthsystem.org/hometown-health/speaking-of-health/are-blue-light-blocking-glasses-a-must-have).

1 to (1) monitor their length of screen time, (2) Reduce screen time duration, and (3) take frequent
2 breaks from screen time.

3 19. Redondo et al. (2020) conducted a clinical trial which examined whether blue-
4 blocking filters (“B-B filters”) had any effect on “the management of visual symptoms and signs
5 associated with the use of electronic devices.”¹⁰ Specifically, the researchers examined “the
6 effects of using B-B filters on the dynamics of the accommodative response and pupil size and
7 perceived levels of visual discomfort.” The authors published the results in *Ophthalmic &*
8 *Physiological Optics* by The College of Optometrists. The study concluded “the use of a B-B
9 filter had no effect on accommodative dynamics or visual symptomatology. Based on these
10 findings, there is no support for the prescription of B-B filters to attenuate the visual symptoms
11 and signs associated with the use of electronic devices in healthy young adults.”

12 20. Dr. Singh and co-authors published the results from a double-blind randomized
13 placebo-controlled trial in *American Journal of Ophthalmology* (Singh et al. (2021)).¹¹ The
14 study included 120 participants and examined whether blue-light filtering lenses had an effect
15 on the mean change (post- minus pre-computer task) in eye strain symptom score and critical
16 flicker-fusion frequency (CFF, an objective measure of eye strain). The amount of blue light
17 filtered by the lenses used in the study “was the highest among a representative sample of
18 commercially available blue-blocking lenses.” The results? “Blue-blocking lenses did not alter
19 signs or symptoms of eye strain with computer use relative to standard clear lenses.” There was
20 “no significant difference between blue-blocking and control spectacle lenses.” Specific to “eye-
21 strain,” “there was no effect on lens type.” That is, blue-light filtering lenses do nothing.

22 21. Dr. Garg, a spokesperson for the American Academy of Ophthalmology and
23 ophthalmologist at the Wills Eye Hospital in Philadelphia, describes the deception:

24 _____
25 ¹⁰ Redondo B, Vera J, Ortega-Sánchez A, Molina R, Jiménez R. Effects of a blue-blocking
26 screen filter on accommodative accuracy and visual discomfort. *Ophthalmic Physiol Opt.* 2020
Nov;40(6):790-800

27 ¹¹ Singh et al. Do Blue-blocking Lenses Reduce Eye Strain From Extended Screen Time? A
28 Double-Masked Randomized Controlled Trial. *American Journal of Ophthalmology.* June
2021;226:243-251.

I think a lot of this is just to create fear and confusion and when people have fear and are confused, ***they end up spending money on things they don't need to spend money on.*** Maybe those blue light filtering lenses are decisions made in different boardrooms across the country and around the world, but from a science perspective, I don't think people need to worry about this at all.¹²

22. Phillip Yuhas, an assistant professor of optometry at Ohio State University, agrees. He said studies have shown that blue light filters have not shown any improved “visual comfort” for digital eye strain.¹³ Dr. Rahul Khurana, a spokesperson for the American Academy of Ophthalmology, warns that “blue light filters are doing nothing to address the core issue and ‘could be doing more harm than good.’”¹⁴ Instead of wasting money of useless blue-light filtering lenses, Dr. Garg recommends a simple (and free) fix: “It’s called ‘the 20-20-20 rule.’ Look at least 20 feet (six metres) away from your screen for 20 seconds every 20 minutes.”

23. Research published by the Cambridge Ophthalmological Symposium¹⁵ found that there is no danger associated with blue light as it is in our normal environment is not dangerous. The main source of blue light actually comes from the sun:

Comparing natural exposures with the reasonably foreseeable exposure to optical radiation from lamps, computer screens and mobile devices, such as smartphones shows that the actual spectrally weighted irradiance is lower than the natural exposures. ... In conclusion, under even extreme long-term viewing conditions, none of the assessed sources suggested cause for concern for public health.

¹² Tyana Grundig, Jeannie Stiglic, Makda Ghebresslassie. Hidden camera investigation reveals 'scary' and 'misleading' sales pitches to sell blue light (Nov. 24, 2019) available at [lenseshttps://www.cbc.ca/news/canada/marketplace-blue-light-lenses-hidden-camera-investigation-1.5364678](https://www.cbc.ca/news/canada/marketplace-blue-light-lenses-hidden-camera-investigation-1.5364678).

¹³ *Id.*

¹⁴ *Id.*

¹⁵ JB O’Hagan, M Khazova and LLA Price. Low-energy light bulbs, computers, tablets and the blue light hazard Cambridge Ophthalmological Symposium. 2016;30:230-233.

24. An article published by the Texas Medical Center titled *Debunking blue light glasses claims to focus on proven eye issues* acknowledges that companies like Defendant are taking advantage of consumers:

Blue light glasses are among the hottest trends in eyewear. Popular eyewear companies, such as Eyebuydirect and Felix Gray, are selling lenses that claim to filter out blue light emitted from electronic devices to reduce eyestrain, headaches and sleep issues. The ubiquitous bedtime use of laptops, smartphones and tablets can throw off our circadian rhythms, prompting people to look to a fairly unregulated market for a solution to block blue light.

But do blue light glasses really work?

The short answer: No.¹⁶

25. Dr. Amir Mohsenin, M.D., Ph.D., assistant professor in the Ruiz Department of Ophthalmology & Visual Science at UTHealth's McGovern Medical School also calls out Defendant's deception: "instead of spending money on blue light glasses, take any marketing for blue light glasses with a grain of salt and talk it over with your ophthalmologist."¹⁷

26. Dr. Mark Rosenfield is a professor at the College of Optometry at State University of New York. His laboratory has conducted two scientific clinical studies on the efficacy (or lack thereof) of blue-light filtering glasses.¹⁸ Both found that blue-light filtering glasses are ineffective:

Well, we did two studies. The first study, we used the filter that blocked almost 100% of the blue light. And we had the subjects read from a tablet computer for about 30 minutes. And we found no significant difference in symptoms, whether

¹⁶ Pirece, S. Debunking blue light glasses claims to focus on proven eye issues (Jan. 26, 2020) available at <https://www.tmc.edu/news/2020/01/debunking-blue-light-glasses-claims-to-focus-on-proven-eye-issues/> (emphasis added)

¹⁷ *Id.*

¹⁸ Rosenfield M, Blue light review of Optometry paper. Review of Optometry; Sep 15 2019: 56-60.

1 they were using the blue-blocking filter or they were just using a tinted lens, in
 2 effect. Now, because that filter blocked almost 100% of the blue light, and very
 3 few commercially available lenses actually do that, we redid the study. But this
 4 time, we used commercially available spectacle lenses that typically only block
 5 around 20 to 25% of the blue.

6 And the second study was done on a double-blind basis, which meant that the
 7 subjects didn't know whether they were looking through the blue-blocking filters
 8 or just a clear lens. And the experimenter also didn't know which lens that the
 9 subjects were looking through. And again, we found exactly the same effect - that
 10 the *blue-blocking filters produced no significant change in symptoms of digital*
 11 *eye strain*.¹⁹

12 27. In 2023, the prestigious Cochrane group of researchers published a systematic
 13 review to assess the effects of blue-light filtering lenses compared with non-blue-light filtering
 14 lenses for improving visual performance and providing macular protection in adults.²⁰ The
 15 analyses included 17 randomized controlled trials examining 619 study participants. The
 16 researchers found all studies that “investigate subjective visual eye fatigue reported no
 17 significant difference in symptoms with blue-light filtering lenses compared to non-bluelight
 18 filtering lenses.” The studies that examined critical fusion frequency (CFF) (i.e., the rate at
 19 which a flickering light appears continuous) reported “no significant difference between blue-
 20 and non-bluelight filtering spectacle interventions.” The studies that analyzed best-corrected
 21

22
 23 ¹⁹ NPR, Do Blue Light Blocking Glasses Really Work? (Feb., 21, 2021) available at
 24 <https://www.npr.org/2021/02/21/969886124/do-blue-light-blocking-glasses-really-work>.
 25 (referencing (1) Rosenfield, Mark, Li, Rui Ting, and Kirsch, Nancy T. ‘A Double-blind Test of
 26 Blue-blocking Filters on Symptoms of Digital Eye Strain’. 1 Jan. 2020 : 343 – 348; and (2)
 27 Palavets T, Rosenfield M. Blue-blocking filters and digital eyestrain. Optom Vis Sci.
 28 2019;96(1):48-54.

²⁰ Singh S, Keller PR, Busija L, McMillan P, Makrai E, Lawrenson JG, Hull CC, Downie LE.
 Blue-light filtering spectacle lenses for visual performance, sleep, and macular health in adults.
 Cochrane Database of Systematic Reviews 2023, Issue 8. Art. No.: CD013244. DOI:
 10.1002/14651858.CD013244.pub2.

1 visual acuity (BCVA) “reported no significant difference between intervention arms.” “The two
2 trials that evaluated daytime alertness using subjective symptom scores reported no significant
3 difference between blue-light filtering and non-blue-light filtering lenses.” The authors
4 concluded that “these findings do not support the prescription of blue-light filtering lenses to the
5 general population for the purpose of reducing visual fatigue or enhancing BCVA.”

6 28. Despite the scientific evidence finding blue-light filtering lenses provide no
7 added benefits and the warnings from the scientific community that they are useless, Defendant
8 markets its Smart Screen Lenses as a product that can prevent eye strain when using digital
9 screens. Defendant advertises Smart Screen Lenses as a way for customers to care for their eyes
10 and prevent eye strain.

11 29. Defendant is aware of the negative research behind the purported benefits of
12 using Smart Screen Lenses yet continues to market its Products as a premium lens option costing
13 \$50.

14 30. Defendant has capitalized on consumers’ digital habits and prolonged screen
15 usage by offering a Product that doesn’t provide the benefits advertised by Defendant.

16 31. Defendant communicates the same substantive message throughout its
17 advertising and marketing of Smart Screen Lenses. Accordingly, each consumer who has
18 purchased Defendant’s Smart Screen Lenses has been exposed to Defendant’s unlawful and
19 misleading advertising.

20 32. As a direct and proximate result of Defendant’s false and misleading advertising
21 claims and marketing practices, Defendant has caused Plaintiff and the members of the Class to
22 purchase a falsely advertised product which does not, and cannot, perform as represented.
23 Plaintiff and other similarly situated consumers have been harmed in the amount they paid for
24 Defendant’s premium Smart Screen Lenses option costing approximately \$50.

25 33. Plaintiff brings this action individually, and on behalf of purchasers of
26 Defendant’s Smart Screen Lenses, to halt Defendant’s unlawful sales and marketing of these
27 products and for violations of the California Consumers Legal Remedies Act (“CLRA”), Civil
28

Code §§ 1750, *et seq.*, and Unfair Competition Law (“UCL”), Bus. & Prof. Code §§ 17200, *et seq.*

The Impact of Defendant’s Wrongful Conduct

34. Defendant has clearly ignored this well-controlled and independently conducted scientific evidence demonstrating the ineffectiveness of blue-light filtering lenses. It has conveyed and continues to convey that its Smart Screen Lenses can prevent digital eyestrain symptoms.

35. Defendant possesses specialized knowledge regarding the efficacy (or lack thereof) of its Products, and Defendant is in a superior position to know whether Smart Screen Lenses work as advertised.

36. Specifically, Defendant knew, but failed to disclose, or should have known, that Smart Screen Lenses do not reduce the symptoms of digital eyestrain or help with digitaleye strain.

37. Defendant knew, but failed to disclose, or should have known, that its Smart Screen Lenses are ineffective at relieving the symptoms of digital eye strain because the evidence-based science has determined that Smart Screen Lenses are ineffective at reducing or preventing digital eyestrain. In fact, the scientific community recommends against the use of blue-light filtering lenses like Defendant’s Smart Screen Lenses and instead encourages screen users to keep distance from their screens, use artificial tears, and take frequent screen breaks.

38. Defendant’s false and misleading claims may even lead to increased screen use and/or poor screen habits as consumers falsely believe their eyes are protected when they in fact are not. As pointed out by researchers at Medical News Today including Leela Raju, M.D., while wearing Smart Screen Lenses may not be harmful on their own, people who wear Smart Screen Lenses may expect them to work and therefore, not take measures that could actually alleviate symptoms of digital eye strain.²¹

²¹ See Caporuscio, J., Sissons, B., Raju, L. M.D. (medical review). Can blue light glasses prevent damage to eyes? (Feb. 10, 2023); available at <https://www.medicalnewstoday.com/articles/do-blue-light-glasses-work#products>.

39. As such, Plaintiff and the Class members have been and will continue to be deceived or misled by Defendant's false and deceptive representations.

40. Defendant's "Smart Screen" representations were a material factor in influencing Plaintiff's and the class members' decision to purchase Defendant's Smart Screen Lenses. In fact, the only purpose for purchasing Defendant's Smart Screen Lenses is to obtain the promised benefits including preventing or reducing the symptoms of digital eyestrain.

41. Defendant's conduct has injured Plaintiff and the class members because Smart Screen Lenses do not prevent or help with digital eyestrain. Had Plaintiff and other reasonable consumers known this, they would not have purchased Smart Screen Lenses or would not have paid the prices they paid.

Parties

42. Plaintiff Tyieka Boykins is an individual consumer who, at all times relevant to this action, was a citizen of and resided in San Bernardino County, California.

43. In February 2024, Ms. Boykins went to a Visionworks retail store located in Fontana, California. She purchased two pairs of Smart Screen Lenses at Defendant's retail store.

44. Before purchasing Defendant's Smart Screen Lenses, Plaintiff was recommended by Defendant's sales representative that the "Smart Screen" lens technology would help reduce digital eye strain associated with electronic screens due to the lenses' blue-light filtering. In reliance on the fact the "Smart Screen" Lenses were capable of reducing digital eyestrain associated with screen time, Plaintiff purchased Defendant's Smart Screen Lenses. Plaintiff paid an approximately \$50 for each of the Smart Screen Lenses she purchased for a total of \$100.

45. Had Plaintiff known the truth—that Smart Screen Lenses do not help with or reduce digital eyestrain—she would not have paid additional money to upgrade the glasses and include "Smart Screen" lenses.

46. Plaintiff did not receive the benefit of the bargain, because Defendant's Smart Screen Lenses do not reduce the symptoms of digital eye strain as advertised. By purchasing the falsely advertised Product, Plaintiff suffered injury-in-fact and lost money.

47. Plaintiff continues to desire to purchase lenses that actually reduce the symptoms of digital eyestrain and would purchase such a product if it worked as advertised. However, as a result of Defendant's ongoing false and unlawful advertising, Plaintiff will be unable to rely on Defendant's advertising when deciding in the future whether to purchase Smart Screen Lenses despite the fact that Defendant's Smart Screen Lenses were once marred by deceptive labeling, as she may reasonably, but incorrectly, assume the Product was improved.

48. Plaintiff did not notice any disclaimer, qualifier, or other explanatory statement or information on the Product's label or packaging that contradicted the representation that Defendant's "Smart Screen" blue-light filtering lenses provided the benefit of helping with digital eyestrain from viewing electronic screens. Plaintiff relied on the affirmative representations that the Smart Screen Lenses would reduce the effects of digital eye strain caused by viewing digital devices when they do not.

49. Defendant is a Texas corporation, with a principal place of business in Texas. Defendant markets, sells, and distributes the Smart Screen Lenses with and without prescription at retail stores and on its website throughout the United States, including California. Among its various lens options, Defendant distributes, markets, and sells "Smart Screen" blue-light filtering lenses as a superior lens option that filters blue light and helps reduce digital eye strain.

50. Defendant marketed, sold, and distributed the Smart Screen Lenses during the Class Period. The planning and execution of the advertising, marketing, labeling, packaging, testing, and/or business operations concerning the Products were primarily carried out by Defendant.

CLASS ACTION ALLEGATIONS

51. Plaintiff brings this class action pursuant Cal. Code. Civ. Proc. § 382 on behalf of the following class:

All persons who purchased Defendant's Smart Screen Lenses for personal use in California within the applicable statute of limitations until the date class notice is disseminated.

52. Excluded from the from the Class are: (i) Defendant and its officers, directors, and employees; (ii) any person who files a valid and timely request for exclusion; (iii) judicial

1 officers and their immediate family members and associated court staff assigned to the case; and
 2 (iv) those that received a full refund for the purchase of the Smart Screen Lenses.

3 53. Plaintiff reserves the right to amend or otherwise alter the class definition
 4 presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response
 5 to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

6 54. The Class is appropriate for certification because Plaintiff can prove the elements
 7 of the claims on a classwide basis using the same evidence as would be used to prove those
 8 elements in individual actions alleging the same claims.

9 55. Numerosity: Class Members are so numerous that joinder of all members is
 10 impracticable. Plaintiff believes that there are thousands of consumers who are Class Members
 11 described above who have been damaged by Defendant's deceptive and misleading practices.

12 56. Commonality: There is a well-defined community of interest in the common
 13 questions of law and fact affecting all Class Members. The questions of law and fact common
 14 to the Class Members which predominate over any questions which may affect individual Class
 15 Members include, but are not limited to:

- 16 a. Whether Defendant is responsible for the conduct alleged herein which was
- 17 uniformly directed at all consumers who purchased the Products;
- 18 b. Whether Defendant's misconduct set forth in this Complaint demonstrates that
- 19 Defendant engaged in unfair, fraudulent, or unlawful business practices with
- 20 respect to the advertising, marketing, and sale of the Products;
- 21 c. Whether Defendant made false and/or misleading statements concerning the
- 22 Products that were likely to deceive the public;
- 23 d. Whether Plaintiff and the Class are entitled to injunctive relief;
- 24 e. Whether Plaintiff and the Class are entitled to money damages under the same
- 25 causes of action as the other Class Members.

26 57. Typicality: Plaintiff is member of the Class that Plaintiff seeks to represent.
 27 Plaintiff's claims are typical of the claims of each Class Member in that every member of the
 28

1 Class was susceptible to the same deceptive, misleading conduct and purchased the Products.
 2 Plaintiff is entitled to relief under the same causes of action as the other Class Members.

3 58. Adequacy: Plaintiff is an adequate Class representative because Plaintiff's
 4 interests do not conflict with the interests of the Class Members Plaintiff seeks to represent; the
 5 consumer fraud claims are common to all other members of the Class, and Plaintiff has a strong
 6 interest in vindicating Plaintiff's rights; Plaintiff has retained counsel competent and
 7 experienced in complex class action litigation and Plaintiff intends to vigorously prosecute this
 8 action. Plaintiff has no interests which conflict with those of the Class. The Class Members'
 9 interests will be fairly and adequately protected by Plaintiff and proposed Class Counsel.
 10 Defendant has acted in a manner generally applicable to the Class, making relief appropriate
 11 with respect to Plaintiff and the Class Members. The prosecution of separate actions by
 12 individual Class Members would create a risk of inconsistent and varying adjudications.

13 59. The Class is properly brought and should be maintained as a class action because
 14 a class action is superior to traditional litigation of this controversy. A class action is superior to
 15 the other available methods for the fair and efficient adjudication of this controversy because:

- 16 a. The joinder of hundreds of individual Class Members is impracticable,
 17 cumbersome, unduly burdensome, and a waste of judicial and/or litigation
 18 resources;
- 19 b. The individual claims of the Class Members may be relatively modest compared
 20 with the expense of litigating the claim, thereby making it impracticable, unduly
 21 burdensome, and expensive to justify individual actions;
- 22 c. When Defendant's liability has been adjudicated, all Class Members' claims can
 23 be determined by the Court and administered efficiently in a manner far less
 24 burdensome and expensive than if it were attempted through filing, discovery,
 25 and trial of all individual cases;
- 26 d. This class action will promote orderly, efficient, expeditious, and appropriate
 27 adjudication and administration of Class claims;

- e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class Members;
- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation; and
- h. Class Members' interests in individually controlling the prosecution of separate actions is outweighed by their interest in efficient resolution by single class action.

60. Additionally, or in the alternative, the Class also may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class thereby making final declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

61. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from engaging in the acts described herein, and to require Defendant to provide full restitution to Plaintiff and Class members.

62. Unless the Class is certified, Defendant will retain monies that were taken from Plaintiff and Class members as a result of Defendant's wrongful conduct. Unless a classwide injunction is issued, Defendant will continue to commit the violations alleged and the members of the Class and the general public will continue to be misled.

FIRST CAUSE OF ACTION

Violation of Consumers Legal Remedies Act ("CLRA")

Cal. Civil Code §§ 1750, *et seq.*

63. Plaintiff re-alleges and incorporates by reference all allegations set forth in the preceding paragraphs as if fully set forth herein.

64. Plaintiff brings this claim individually and on behalf of the Class against Defendant.

65. At all times relevant hereto, Plaintiff and members of the Class were “consumer[s],” as defined in Civil Code section 1761(d).

66. At all relevant times, Defendant constituted a “person,” as defined in Civil Code section 1761(c).

67. At all relevant times, the Products manufactured, marketed, advertised, and sold by Defendant constituted “goods,” as defined in Civil Code section 1761(a).

68. The purchases of the Products by Plaintiff and members of the Class were and are “transactions” within the meaning of Civil Code section 1761(e).

69. Defendant disseminated, or caused to be disseminated, through its advertising—including Defendant’s advertising claims that its “Smart Screen” Lenses may prevent symptoms of digital eyestrain, which they do not. Defendant’s representations violate the CLRA because:

- (a) Defendant represented that the Products have characteristics, uses, and benefits which they do not have (Civil Code § 1770(a)(5));
- (b) Defendant represented that the Products are of a particular standard, quality, or grade, which they are not (Civil Code § 1770(a)(7));
- (c) Defendant advertised the Products with an intent not to sell the Products as advertised (Civil Code § 1770(a)(9)); and
- (d) Defendant represented that the subject of a transaction has been supplied in accordance with a previous representation when it has not (Civil Code § 1770(a)(16)).

70. Defendant violated the CLRA because the Products do not help with digital eye strain. Defendant knew or should have known that its Products do not relieve or prevent such symptoms.

71. Defendant’s actions as described herein were done with conscious disregard of Plaintiff’s and Class Members’ rights and was wanton and malicious.

72. Defendant’s wrongful business practices constituted, and constitute, a continuing course of conduct in violation of the CLRA since Defendant is still representing that its Products have characteristics which they do not have.

73. Pursuant to Civil Code section 1782(d), Plaintiff and members of the Class seek an order enjoining Defendant from engaging in the methods, acts, and practices alleged herein, and for restitution and disgorgement.

74. Pursuant to Civil Code section 1782, Plaintiff will notify Defendant in writing by certified mail of the alleged violations of the CLRA and demand that Defendant rectify the problems associated with the actions detailed above and give notice to all affected consumers of its intent to so act. If Defendant fails to rectify or agree to rectify the problems associated with the actions detailed herein and give notice to all affected consumers within 30 days of the date of written notice pursuant to § 1782 of the CLRA, Plaintiff will amend this complaint to seek claims for actual, punitive, and statutory damages, as appropriate.

75. Pursuant to § 1780(d) of the CLRA, below is an affidavit showing that this action was commenced in a proper forum.

SECOND CAUSE OF ACTION

Violation of Unfair Competition Law

Cal. Business & Professional Code §§ 17200, *et seq.*

76. Plaintiff and Class Members reallege and incorporate by reference each allegation set forth above as if fully set forth herein.

77. Plaintiff brings this claim individually and on behalf of members of the Class against Defendant.

78. Defendant is subject to the UCL, Bus. & Prof. Code § 17200 *et seq.* The UCL provides, in pertinent part: “Unfair competition shall mean and include unlawful, unfair or fraudulent business practices and unfair, deceptive, untrue or misleading advertising” The UCL also provides for injunctive relief and restitution for violations.

79. “By proscribing any unlawful business practice, § 17200 borrows violations of other laws and treats them as unlawful practices that the UCL makes independently actionable.” *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 180 (1999) (citations and internal quotation marks omitted).

80. Virtually any law or regulation—federal or state, statutory, or common law—can

1 serve as a predicate for a UCL “unlawful” violation. *Klein v. Chevron U.S.A., Inc.*, 202 Cal.
2 App. 4th 1342, 1383 (2012).

3 81. Defendant has violated the UCL’s “unlawful prong” as a result of its violations
4 of the CLRA and False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*
5 Throughout the Class Period, Defendant committed acts of unfair competition, as defined by §
6 17200, by using unlawful, false, and misleading statements to promote the sale of the Products,
7 as described above.

8 82. Defendant’s misrepresentations and other conduct, described herein, violated the
9 “unfair prong” of the UCL because the conduct is substantially injurious to consumers, offends
10 public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the
11 conduct outweighs any alleged benefits. Defendant’s conduct is unfair in that the harm to
12 Plaintiff and members of the Class arising from Defendant’s conduct outweighs the utility, if
13 any, of those practices.

14 83. Defendant’s practices as described herein are of no benefit to consumers who are
15 tricked into believing that the Products will reduce symptoms of eyestrain. Defendant’s practice
16 of injecting misinformation into the marketplace about the capabilities of its Products is
17 unethical and unscrupulous, especially because consumers trust companies like Defendant to
18 provide accurate information about Products, especially when it deals with health benefits.
19 Taking advantage of that trust, Defendant misrepresents the effectiveness of its Products to
20 increase its sales. Consumers believe that Defendant is an authority on the effectiveness and
21 quality of Smart Screen Lenses and therefore believe Defendant’s representations about its
22 Products.

23 84. Defendant’s conduct described herein, violated the “fraudulent” prong of the
24 UCL by representing that the Products were effective at protecting consumer’s eyes and
25 preventing symptoms of digital eye strain, when in fact they were not.

26 85. Plaintiff and Class Members are not sophisticated experts with independent
27 knowledge of the efficacy of the Products, and they acted reasonably when they purchased the
28 Products based on their belief that Defendant’s representations were true.

86. Defendant knew or should have known, through the exercise of reasonable care, that its representations about the Products were untrue and misleading.

87. As a direct and proximate result of these acts, consumers have been and are being harmed. Plaintiff and Class Members have suffered injury and actual out of pocket losses as a result of Defendant's unfair, unlawful, and fraudulent business acts and practices because: (a) Plaintiff and Class Members would not have purchased the Products on the same terms if they had known the true facts regarding the effectiveness of the Products; (b) Plaintiff and Class Members paid a price premium due to the misrepresentations of Defendant's Products; and (c) Defendant's Products did not have the quality, effectiveness, or value as promised.

88. Pursuant to California Business & Professions Code § 17203, Plaintiff and Class Members seek: (a) an Order requiring Defendant to cease the acts of unfair competition alleged herein; (b) full restitution of all monies paid to Defendant as a result of its deceptive practices; (c) interest at the highest rate allowable by law; and (d) the payment of Plaintiff's attorneys' fees and costs.

JURY DEMAND

89. Plaintiff demands a trial by jury on all issues so triable.

REQUEST FOR RELIEF

Plaintiff, individually and on behalf of the Class, requests for judgment as follows:

90. Declaring this action to be a proper class action and certifying Plaintiff as the representatives of the Class, and Plaintiff's attorneys as Class Counsel to represent the Class;

91. An order declaring Defendant's conduct violates the statutes referenced herein;

92. Entering preliminary and permanent injunctive relief against Defendant, directing Defendant to correct its practices and to comply with consumer protection statutes;

93. Awarding monetary damages, including treble damages;

94. Awarding punitive damages;

95. Awarding Plaintiff and the Class Members their costs and expenses incurred in this action, including reasonable allowance of fees for Plaintiff's attorneys and experts, and reimbursement of Plaintiff's expenses; and

CROSNER LEGAL, P.C.

1 96. Granting such other and further relief as the Court may deem just and proper.

2 Dated: March 3, 2025

CROSNER LEGAL, P.C.

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By: /s/ Craig W. Straub

CRAIG W. STRAUB

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Attorneys for Plaintiff

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Civil Code Section 1780(d) Affidavit

13 I am an attorney duly licensed to practice before all of the courts of the State of
14 California. I am one of the counsel of record for Plaintiff. This declaration is made pursuant to
15 § 1780(d) of the California Consumers Legal Remedies Act. Defendant has done, and is doing,
16 business in California, including in this district/county. I declare under penalty of perjury under
17 the laws of the State of California that the foregoing is true and correct.

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Executed March 3, 2025 at San Diego, California.

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By: /s/ Craig W. Straub

CRAIG W. STRAUB

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